

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re: ) Chapter 11  
)  
VIRGIL F. LIPTAK d/b/a DESIGNED ) Case No. 03 B 29854  
FINANCIAL SERVICES, )  
) Judge Jacqueline A. Cox  
)  
Debtor and Debtor in Possession. ) Hearing: September 23, 2003 at 10:00 a.m.

**NOTICE OF EMERGENCY MOTION**

To: See attached service list

PLEASE TAKE NOTICE that on September 23, 2003 at 10:00 a.m., I shall appear before the Honorable Jacqueline A. Cox, or any other Judge sitting in her stead, in Courtroom 619, Dirksen Federal Building, 219 S. Dearborn St., Chicago, IL, and shall then and there present Debtor's Application to Employ Attorney. At which time and place you may appear and be heard.

  
One of its attorneys

Forrest L. Ingram #3129032  
Julie A. Boynton  
Martin B. Tucker  
Forrest L. Ingram, P.C.  
79 W. Monroe St., Suite 1210  
Chicago, IL 60603  
(312) 759-2838

**FILED**  
SEP 23 2003  
UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
KENNETH S. GARDNER, CLERK  
PS REP. - CC

**CERTIFICATE OF SERVICE**

I, Forrest Ingram,, an attorney, certify under penalty of perjury, that I served a true and correct copy of the above and foregoing notice and the document to which it refers on the parties entitled to notice at the fax numbers on the attached Service List on September 22, 2003.

  
Forrest L. Ingram

SERVICE LIST

Kathryn Gleason  
Office of the U.S. Trustee  
227 W. Monroe, Suite 3350  
Chicago, IL 60606  
Fax: (312) 886-5794

Elizabeth Thornhill  
D/b/a Richard E. Cogle Co.  
C/o Daniel Sheehan  
2200 Ross Avenue, Suite 3060  
Dallas, TX 75201  
Fax: (214) 468-8803

Bourland Kirkman Scidler  
Evans, Jay & Michel, LLP  
201 Main St., Suite 1400  
Fort Worth, TX 76102  
Fax (817) 877-1863

79 W. MONROE ST., SUITE 1210  
CHICAGO, IL 60603  
(312) 759-2838  
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**Forrest L. Ingram, P.C.**

# Fax

**To:** Kathryn Gleason

**From:** Forrest L. Ingram 

**Fax:** 312-886-5794

**Pages:** 11 (including cover sheet)

**Phone:**

**Date:** September 22, 2003

**Re:** Virgil Liptak

**CC:** Daniel Sheehan (214) 469-8803

Thomas Michel (817) 877-1863

Virgil F. Liptak (214) 691-3326

☒ **Urgent**

☒ **For Review**

☒ **Please Comment**

☐ **Please Reply**

☐ **Please Recycle**

• **Comments:**

Enclosed please find an application for Debtor Liptak to employ counsel in his chapter 11 case.

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MODE - MEMORY TRANSMISSION

START-SEP-22 10:44

END-SEP-22 18:44

FILE NO. = 730

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003	STOP	8	18178771963	000/010	00:00:00
004	STOP	8	12146913425	000/010	00:00:00


-FORREST L INGRAM PC-

\*\*\*\*\* -312 759 0298

**Forrest L. Ingram, P.C.**

79 W. MONROE ST., SUITE 1210  
CHICAGO, IL 60603  
(312) 759-2838  
(312) 759-0298 fax

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**Phone:**  
**Date:** September 22, 2003  
**Re:** Virgil Liptak  
**CC:** Daniel Sheehan (214) 460-8803  
Thomas Michel (817) 877-1983  
Virgil F. Liptak (214) 691-3326

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MODE = MEMORY TRANSMISSION

START=SEP-22 18:51

END=SEP-22 18:53

FILE NO. 4731

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-FORREST L INGRAM PC -

\*\*\*\*\* 312 759 0290 \*\*\*\*\*

**Forrest L. Ingram, P.C.**

79 W. MONROE ST., SUITE 1210  
CHICAGO, IL 60603  
(312) 769-2838  
(312) 759-0298 fax

# Fax

<b>To:</b> Kathryn Gleason	<b>From:</b> Forrest L. Ingram <i>Jo</i>
<b>Fax:</b> 312-886-5794	<b>Pages:</b> 11 (including cover sheet)
<b>Phone:</b>	<b>Date:</b> September 22, 2003
<b>Re:</b> Virgil Liptak	<b>CC:</b> Daniel Sheehan (214) 469-8803 Thomas Michel (817) 877-1863 Virgil F. Liptak (214) 691-3326

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MODE - MEMORY TRANSMISSION

START=SEP-23 08:07

END=SEP-23 08:10

FILE NO.=735

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001	OK	*	12144008803	011/011	00:02:49


FORREST L INGRAM PC

\*\*\*\*\* 312 759 0298 \*\*\*\*\*

79 W. MONROE ST., SUITE 1210  
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(312) 759-0298 fax

**Forrest L. Ingram, P.C.**

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<b>Fax:</b> 312-886-5794	<b>Pages:</b> 11 (Including cover sheet)
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<b>Re:</b> Virgil Liptak	<b>CC:</b> Daniel Sheehan (214) 463-8803 Thomas Michel (817) 877-1863 Virgil F. Liptak (214) 691-3328

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APPLICATION TO EMPLOY ATTORNEY

NOW COMES the Debtor and Debtor in Possession VIRGIL F. LIPTAK d/b/a DESIGNED FINANCIAL SERVICES ("LIPTAK") and applies to this Honorable Court for authority to employ Forrest L. Ingram, Julie A. Boynton, and Martin B. Tucker, of the law firm of Forrest L. Ingram, P.C. (hereinafter "**FORREST L. INGRAM, P.C.**"), as its attorneys, for these reasons:

1. On July 16, 2003, Debtor and Debtor in Possession filed a voluntary petition under Chapter 11, title 11, United States Code, and pursuant thereto has remained in possession of the Debtor's assets.

2. Debtor and Debtor in Possession desires to employ the attorneys of **FORREST L. INGRAM, P.C.** as his attorneys, in accordance with the Retainer and Employment Agreement attached hereto as **Exhibit A**.

3. **FORREST L. INGRAM, P.C.** has considerable experience in Chapter 11 proceedings and therefore is well qualified to represent the Debtor and Debtor in Possession. Among the many Chapter 11 Debtors whom the attorneys of **FORREST L. INGRAM, P.C.** have represented are: Del Ricco Brothers Construction, Inc., 88 B 13909 (confirmed); American Underground Engineering, Inc., 88 B 18726 (confirmed); Goiko and Andjelka Ilic, 92 B 14006

(confirmed); Spiers Graff Spiers, 93 B 9928 (confirmed); Dr. Galo L. Tan, M.D.S.C. 95 B 25772 (confirmed); Emerald Sewer and Plumbing, 97 B 17793 (confirmed); Midwest Imports International, Inc., 97 B7826 (confirmed); Chicago Security, Inc., 96 B 8254 (confirmed); Career Dimensions, Inc. 97 B 5418 (confirmed); Michael Kuchejda, 99 B 13732 (confirmed); Marjorie Lynn Mungo, 00 B 20606 (confirmed); Headline Promotions, Inc., 00 B 24010 (confirmed); James E. Collins, 00 B 6016 (confirmed); A&K Construction Co., Inc., 01 B 20980 (confirmed); Stanley and Lillian Golba, 01 B 04142 (confirmed).

4. It is in the best interests of the estate of the Debtor and their creditors that the Debtor and Debtor in Possession be authorized to employ **FORREST L. INGRAM, P.C.** to represent the Debtor and Debtor in Possession in these proceedings.

5. **FORREST L. INGRAM, P.C.** will render professional services, as follows:

- (a) To advise and consult with the Debtor and Debtor in Possession about their legal status and obligations and duties as Debtor in Possession;
- (b) To aid the Debtor and Debtor in Possession in the negotiations with their creditors and their committees in the drafting of a Plan of Reorganization;
- (c) To advise and consult with the Debtor and Debtor in Possession regarding claims that may be inappropriately filed or in error filed and to prepare and litigate objections thereto;
- (d) To prepare motions, applications, and other court papers and to appear before the Court regarding such matters as set forth in said court papers and to seek relief in accordance with said court papers, together with the preparation of the necessary orders thereto;
- (e) To defend actions that may be instituted against the Debtor and Debtor in Possession in these proceedings, and to litigate matters relating to said proceedings; and
- (f) To perform and do all legal services that may be required by the Debtor and Debtor in Possession in connection with, among other things, preserving the property of the estate and other activities incident to these proceedings.

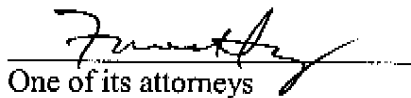
6. **FORREST L. INGRAM, P.C.** will not render any accounting services to Debtor and Debtor in Possession or prepare or file any tax returns on behalf of the Debtor or Debtor in Possession.



7. To the best of its knowledge, **FORREST L. INGRAM, P.C.** has no material connection with the Debtor and Debtor in Possession, its creditors or any other parties in interest or their respective attorneys or accountants. See the Affidavit of Proposed Attorney attached hereto as **Exhibit B**.

**WHEREFORE**, the Debtor and Debtor in Possession prays that he be authorized, pursuant to 11 U.S.C. § 327(a), to employ Forrest L. Ingram, Julie A. Boynton and Martin B. Tucker, of **FORREST L. INGRAM, P.C.**, to represent the Debtor and Debtor in Possession in this Chapter 11 case in accordance with the attached Retainer and Employment Agreement.

Respectfully submitted,  
VIRGIL F. LIPTAK d/b/a  
DESIGNED FINANCIAL SERVICES

By:   
One of its attorneys

Forrest L. Ingram #3129032  
Julie A. Boynton  
Martin B. Tucker  
Forrest L. Ingram, P.C.  
79 West Monroe Street, Suite 1210  
Chicago, IL 60603-4907  
(312) 759-2858

## RETAINER AND EMPLOYMENT AGREEMENT

1. Subject Matter: I, VIRGIL F. LIPTAK d/b/a DESIGNED FINANCIAL SERVICES, subject to the approval of the Bankruptcy Court, hereby retain and employ FORREST L. INGRAM, JULIE A. BOYNTON, and MARTIN B. TUCKER of FORREST L. INGRAM, P.C., (the "Firm") to be my attorneys to represent me in connection with a chapter 11 case already pending in the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, Case No. 03 B 29854, *In re Virgil F. Liptak, d/b/a Designed Financial Services*. The term "employ" is used here for the purposes and with the meaning given to it in 11 U.S.C. § 327, and for no other purposes and with no other meanings. I understand that the services which the Firm will provide include the filing of any necessary amendments to schedules, arranging for the employment of professionals, promoting my interests through motion practice, representing me in discussions with the United States Trustee, responding to motions by the Trustee and/or creditors and parties in interest, preparing and filing a disclosure statement and a plan, representing me at the confirmation of the plan, and representing me in various other matters, including adversary proceedings and contested matters pursuant to Rules 7001 and 9014 of the Rules of Bankruptcy Procedure. I understand that the Firm will not be responsible for preparing or filing tax returns for me or for the estate.

2. Retainer and Hourly Rates: I agree to pay or to cause third parties non-creditors to pay to the Firm as an advance for its initial services under this Agreement a general retainer in the sum of **\$30,000.00**. I agree to compensate the Firm for its services at the Firm's customary hourly rates, which are increased once each year on January 1. I understand that the customary hourly rates of the Firm during 2003 are: Mr. Ingram, \$350.00; Ms. Boynton, \$245.00; Mr. Tucker, \$140.00; clerks and paralegals, \$65.00.

3. Costs and Fees: I further agree to advance to the Firm such costs and fees as may be incurred in connection with my bankruptcy case and any adversarial or contested matters that may be required. I agree to reimburse the Firm for all out-of-pocket costs and expenses, including filing costs and costs incurred for court reporters, faxing, photoduplication, research, necessary travel, and the like.

4. Retention and Employment of Other Professionals: I reserve the right to consent to the retention and employment, again pursuant to 11 U.S.C. § 327 and with the purposes and meaning of the term "employment" contained therein, of such special counsel and other professionals, upon application to and with approval of the bankruptcy court, as may be needed to promote my interests in connection with this case and any litigation relevant to the case, on such terms as may be appropriate for such matters.

5. Cooperation and Conflict Resolution: I agree to cooperate with my counsel in providing accurate and complete information needed for analyzing my financial condition and promoting my interests. I agree to attend all meetings required by the Bankruptcy Court and the Rules, and to fulfill my duties as debtor in possession under the Bankruptcy Code. If there should arise any difference of opinion or conflict about any matter, I agree to discuss the matter first with the Firm to resolve any matter, before seeking outside advice.

6. Payment Not Conditioned Upon Success. I agree to pay for the Firm's services, and those of the Firm's employees, as set forth herein whether or not I am successful in my efforts to reorganize, whether or not my Plan is confirmed, or whether or not I "prevail" in any litigation. I agree to pay such sums as are ordered by the Court within fifteen days of entry of such order, and, if the case is dismissed, to pay my attorneys within fifteen days of

receipt of their invoices. I understand that my failure to make any payment in a timely manner is grounds for my attorneys to withdraw from my case, and I agree to hold them harmless for any consequences of such withdrawal.

7. Bonus: I understand that the Firm's attorneys have committed themselves to serve my interests and those of my estate diligently, professionally, and energetically. I agree that my attorneys should be entitled to a bonus of 10% of their total fees in the case that my plan is confirmed and I succeed in my efforts to bring significant sums of money into the estate through negotiation and/or litigation.

8. Limitation: I understand that this agreement does not encompass any matter other than the matters set forth in paragraph 1 above. However, I understand and agree that any work performed by my attorneys that is not explicitly set forth in paragraph 1 above shall be billed and paid pursuant to paragraphs 2 and 3 above.

9. Appeal: This agreement includes appeals from any adverse ruling by the Court on any matter set forth in paragraph 1 above, provided that my attorneys determine, after reasonable inquiry, that such appeal is justified consistent with their duties under Bankruptcy Rule 9024 and Federal Rule 11.

AGREED:

  
VIRGIL F. LIPTAK d/b/a  
DESIGNED FINANCIAL SERVICES

#### ACCEPTANCE OF EMPLOYMENT

I, FORREST L. INGRAM, on behalf of FORREST L. INGRAM, P.C., agree to represent VIRGIL F. d/b/a DESIGNED FINANCIAL SERVICES on the terms set forth above.

  
FORREST L. INGRAM

Dated: September 23, 2003.